

REMARKS

In response to the Office Action mailed April 29, 2008, Applicant respectfully requests reconsideration.

Claims 2-43 have been examined. By this amendment, Applicant is amending claims 2-16, 18-23, 27, 28, 34-41, and 43. As a result, claims 2-43 remain in the application with claims 2, 9, 15, and 34 being independent claims. Applicant respectfully submits that no new matter has been added by these amendments to the claims.

In the Claims

Applicant has amended claims herein solely to expedite prosecution of this application. In doing so, Applicant does not dedicate the subject matter of the amended claims, either as previously pending or originally filed, to the public, and does not acquiesce to the Examiner's reason(s) offered in support of the rejections of the amended claims or any claim(s) that depend therefrom. Applicant also reserves the right to seek patent protection for claims similar or identical to the amended claims, either as previously pending or originally filed, in one or more subsequently filed, related applications.

Applicant has amended the claims to clarify that which Applicant regards as the invention. More specifically, Applicant has further defined the "event" recited in the claims and as defined in the specification. Accordingly, Applicant submits that the amendments to the claims are not being submitted to distinguish over any cited references of record but merely to clarify the claims.

Rejections Under 35 U.S.C. § 102

Claims 2-43 stand rejected under 35 U.S.C. § 102(e) as being unpatentable over U.S. Patent 7,208,975 to Donner ("Donner"). Applicant respectfully traverses.

In general, embodiments of the present invention are directed to systems and methods for allowing wireless carriers to provide intelligent spending-limited products to their post-paid subscribers. Real-time call control, including pre-call authorization and

processing along with real-time call monitoring is provided. (Page 3, line 28 - Page 4, line 3). Advantageously, embodiments of the present invention allow for wireless carriers to better control resources and to reduce the losses that are historically associated with roaming calls and the inability to be paid therefore, i.e., preventing a subscriber from exceeding a certain level of use and obtaining services for which the subscriber never pays.

As described in the specification, and used in the claims, an "event" is monitored and characteristics of the event are collected as data to be evaluated in order to determine whether or not the event should be allowed, prevented, or otherwise handled. In the embodiments described in the specification, "wireless telephone calls are described as the events being processed." (Page 9, lines 25-26, emphasis added). In addition, "it is to be appreciated that wireless data usage, SMS exchanges, etc. can all be processed." (Page 9, lines 25-28). Further, "the same processing can be invoked for such other types of events such as SMS text messages or data sessions." (Page 9, lines 28-31, emphasis added). Finally, "various types of calls can qualify as ratable events, including normal calls, call waiting calls, and multi-party calls." (Page 9, line 31 - Page 10, line 2, emphasis added). Thus, as set forth in the present specification, an event is defined as a wireless communication, which can be one of many different types, occurring over a telecommunications system.

Donner is directed to generally purchasing and provisioning items or services online for reallocating and/or upgrading, for example, tickets to events, concessions, etc. (Col. 1, lines 44-50). In general, Donner discloses a system for selling and/or transferring "tickets, goods, services and the like, for movies, theater, shows, **sporting events, cultural events.**" (Col. 1, lines 55-61, emphasis added).

In order for a reference to anticipate a claim, each and every limitation recited in the claim must be found in the cited reference. See MPEP § 2131, citing *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987) ("A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.")

Applicant respectfully submits that Donner does not anticipate that which is recited in any of claims 2-43, as amended, for at least the reason that there is no disclosure, teaching or suggestion, of providing data regarding an event as recited in the present claims. First, the “event” to which Donner refers is not the same event as used by the Applicant in the specification and the claims. Donner consistently refers to an “event” as something to be attended by a customer. This is evidenced, for example, in Donner claim 1 where a customer “currently attending the event” may be upgraded or awarded goods and services. Further, Donner is in an unrelated technical art relative to that of the present invention. While Donner and the present specification and claims may each use the word “event,” the similarities end there. Applicant respectfully submits that Donner is non-analogous art with respect to the present claims and its citation against the present claims is defective.

Independent claim 2, as an example representative of the claims, is directed to a data acceleration system enabling accelerated provision of event-characterizing information for a “telecommunications event” initiated in a wireless telecommunications system with respect to a roaming customer of a home wireless service provider. An event manager responds to a telecommunications event initiation command by initiating the accumulation of data characterizing the telecommunications event and responds to the telecommunications event termination command by terminating the accumulation of data characterizing the telecommunications event. A customer account manager and a customer database receive the accumulated telecommunications event characterizing data and maintain customer account records of a home service provider.

As recited in claim 2, a “telecommunications event” is being monitored in order to update information regarding the customer that initiated the telecommunications event.

In accordance with MPEP § 2111, during patent examination, pending claims must be “given their broadest reasonable interpretation consistent with the specification.” (Emphasis added). See *Phillips v. AWH Corp.*, 415 F.3d 1303 (Fed. Cir. 2005). Thus, in order to determine the scope of claims in this patent application, it must be done not solely on the basis of the claim language but also “in light of the specification as it would be

interpreted by one of ordinary skill in the art.” See *In re Am. Acad. of Sci. Tech. Ctr.*, 367 F.3d 1359, 1364 (Fed. Cir. 2004). Applicant respectfully submits that the Examiner has applied a broad meaning to the limitation “event” contrary to the definition as set forth in the specification.

“The words of the claim must be given their plain meaning unless the plain meaning is inconsistent with the specification.” See MPEP § 2111.01 citing *In re Zletz*, 893 F.2d 319, 321 (Fed. Cir. 1989); and *Chef America, Inc. v. Lamb-Weston, Inc.*, 358 F.3d 1371, (Fed. Cir. 2004). As above, Applicant has explicitly defined “event” in the specification and submits this definition is to be applied to the interpretation of the claims.

“An applicant is entitled to be his or her own lexicographer and may rebut the presumption that claim terms are to be given their ordinary and customary meaning by clearly setting forth a definition of the term that is different from its ordinary and customary meaning(s).” (MPEP 2111.01 citing *In re Paulsen*, 30 F.3d 1475 (Fed. Cir. 1994). Here, Applicant has provided an explicit definition for the term “event.” (Id., citing *Toro Co. v. White Consolidated Industries Inc.*, 199 F.3d 1295, 1301 (Fed. Cir. 1999)). Applicant has set forth a definition for “event” and rebuts any presumption that this word is to be given any other meaning.

Thus, based on Applicant’s explicit definition of “event,” Applicant respectfully submits that Donner does not anticipate that which is recited in claim 2. Further, Applicant submits that Donner does not render obvious, either alone or in combination with any presently cited reference, that which is recited in independent claim 2.

As claims 2-8 depend from independent claim 2, Applicant respectfully submits that these claims are neither anticipated nor rendered obvious by the Donner reference.

Claims 9-43 are directed to methods and systems for reporting roaming telecommunications event characterizing data, selective use of real-time telecommunications event control resources in a telecommunications system and selectively employing real-time telecommunications event control resources for a subscriber to a telecommunications service plan. In each of the claims, the “event” is used as defined in the current specification and in contrast to the event of Donner.

Accordingly, for at least the reasons submitted above with respect to independent claim 2, Applicant respectfully submits that claims 9-43 are neither anticipated nor rendered obvious by the Donner reference.

Applicant believes the claims are in condition for allowance and a notice to this effect is earnestly solicited. If the Examiner has any questions, the Examiner is encouraged to telephone the undersigned attorney to discuss any matter that would expedite allowance of the present application. The Examiner is hereby authorized to charge any fees, or credit any balances, under 37 C.F.R. §§ 1.16 and 1.17 to Deposit Account No. 23-0804 during the pendency of this application.

Respectfully submitted,

THOMAS ERSKINE, ET AL.

By: /paul d sorkin/
Paul D. Sorkin, Reg. No. 39,039
Attorney for Applicant

Date: 2008-07-28

WEINGARTEN, SCHURGIN,
GAGNEBIN & LEOVICI LLP
Ten Post Office Square
Boston, MA 02109
Telephone: (617) 542-2290
Fax: (617) 451-0313

368698.1